

Request for Proposal

For an

**Employee Time and Attendance System, Human Resource
Management System and Payroll Service**



Issued by the City of Riverdale, Georgia

**Stacey Inglis
Finance Director
6690 Church Street
Riverdale, GA 30274**

June 13, 2006

Submittal Deadline: June 19, 2006

City of Riverdale, Georgia
Request for Proposals For an
Employee Time and Attendance System, Human Resource Management System
and Payroll Service

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CITY OF RIVERDALE
REQUEST FOR PROPOSAL FOR AN
Employee Time and Attendance System, Human Resource Management
System and Payroll Service

I. Preface

The City of Riverdale, Georgia, invites qualified vendors to submit responses to its Request for Proposal (RFP) to furnish an Employee Time and Attendance System, Human Resource Management System and Payroll Service. At a minimum, **a vendor should have been in business as a provider of each item listed above for a minimum of seven years, and meet other requirements explained below.**

This Request for Proposals (RFP) is part of a procurement process to help serve the City of Riverdale's best interests. It provides a formal and unrestrictive opportunity for the City to consider the services of responding vendors. The process being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determining factor. With a Request for Proposal and competitive negotiation, price is not required to be the determining factor, although it may be, and the City of Riverdale has the flexibility to negotiate with one or more vendors to arrive at a mutually beneficial relationship. Questions about this process or the requirements must be in writing and forwarded to Finance Director Stacey Inglis via fax at 770-907-4557 or e-mail to singlis@riverdalega.gov

This RFP is broken into specific sections, which set out various requirements and itemized needs to be addressed by the vendor in its proposal. The specific sections are:

- I. Preface
- II. Background Information
- III. Formal Submission Instructions
- IV. Format of the Submitted Proposal
- V. Needs and Requirements
- VI. Evaluation Criteria
- VII. Penalty Schedule
- VIII. Terms and Conditions of the Proposed Contract

The needs and requirements section (Section V) will describe the subject area for which the City of Riverdale is seeking a solution. The section will describe the required application and set out basic requirements, which must be met as stated for the proposal to be considered. These will be followed by general requirements for which the potential suppliers are free to propose any solution

that meets the stated needs. In addition to responding to Section V, a vendor may include a table fully documenting the capabilities of its employee time and attendance system, human resource management system and payroll service.

II. Background Information

The City of Riverdale, Georgia is located in north central Georgia and serves a population of approximately 18,500. The City operates under a Mayor and Council-Manager form of government in which the Manager serves as the Chief Executive Officer. City administration is divided into nine departments: Office of the City Manager; Information Technology; Human Resources; Finance; Public Works; Municipal Courts; Planning; Economic Development; Public Safety; and Fire Services.

The City employs approximately 129 full-time and part-time employees. Employees are paid on either a monthly basis or a bi-weekly basis and are considered either hourly or salaried (note that many employees are non-exempt under the Fair Labor Standards Act). Several different work schedules (5/8, 4/12, 24/48, rotating, and as needed) are utilized depending on the department. Overtime is accrued in accordance the Fair Labor Standards Act, including the higher thresholds permitted for public safety employees, and as otherwise permitted through City policy (e.g. holidays, sick leave, annual leave and jury duty leave are treated as hours worked). Employees report to work at a large number of facilities scattered throughout the City or upon otherwise going into service (e.g. on-call response from home).

The City of Riverdale has a data network with fiber optic cable running to most, but not all, City facilities. The City of Riverdale has standardized on Microsoft Windows 2003 Server, Microsoft SQL Server 2000, Windows XP Professional and Office 2003 Professional. The City deploys an Ethernet network with 1GB backbone and 100MB to the desktop.

There are approximately 89 computers (most at 3GHz or above processor speed with at least 500 MB RAM but most with 1GB RAM) and 9 Servers on the City's network. The City employs highly qualified individuals in the Information Technology Division of the Information Technology Department. All staff have Microsoft's MCSE (Microsoft Certified Systems Engineer) certification, MCP (Microsoft Certified Professional) certification, Cisco CCNA (Cisco Certified Network Associate, the Cisco CCNP (Cisco Certified Network Professional), and the 3Com Network Wizard.

The City of Riverdale has implemented the TBS Financial/Payroll system. For a vendor to be considered, the vendor's product must be able to integrate with the City's hardware and software as described above. The vendor will be required to work closely with the City's Information Technology Department in

assuring that the hardware and software proposed will in no way compromise the security of the City's communication infrastructure.

III. Formal Submission Instructions

- A. Proposals shall be submitted (one original and 3 copies) by no later than **Monday, June 19, 2006, at 11:00 A.M. Eastern Standard Time to:**

City of Riverdale
Attn: Stacey Inglis
Finance Director
6690 Church Street
Riverdale, GA 30274
Phone: 770-997-8989
Email: singlis@riverdalega.gov

Envelopes must be clearly marked on the outside as "Employee Time and Attendance System, Human Resource Management System and Payroll Services Proposal."

The proposal should address the vendor's proposed technical approach to furnishing an Employee Time and Attendance system, a Human Resource Management System and Payroll Service to the City of Riverdale and should also address all informational, functional and general requirements of the RFP document. The proposal shall also include an itemized cost proposal for the scope of the services and deliverables required by this RFP.

At a minimum, the cost proposal will include itemized cost data for employee time and attendance software, human resource management software, payroll services, computer software license, installation, consulting, development, documentation, training, services, and time capturing devices. Any cost not accounted for in these categories that would be part of the vendor's proposed solution must be included in your the proposal.

The cost proposal should itemize any expenses related to travel, lodging and per-diem. Statements such as "travel and travel related expenses will be billed at our cost. . ." may not be considered responsive to the request for complete cost information. Payment terms will be negotiated and be based on performance. Under no condition will payments be made prior to delivery of any services or products to be furnished.

- B. The proposal must be signed and dated by an individual authorized to enter into a binding agreement in the name of the vendor. Late proposals will not be accepted unless circumstances were beyond the control of the vendor. Not allowing sufficient delivery time is not an acceptable excuse.

- C. The proposal should be presented in a format that can easily be incorporated into a contract between the vendor and the City of Riverdale encompassing the guidelines detailed in the RFP and required by the City.
- D. The City reserves the right to reject any and all proposals, waive any informalities in the proposals received, and accept any proposal that in its opinion may be in the best interest of the City. The City does not obligate itself to accept the lowest price or any other proposal.
- E. The City of Riverdale will not be liable in any way for any costs incurred by respondents in replying to this RFP.

IV. Format of the Submitted Proposal

Please respond by following the numbering scheme used in this RFP

A. The Technical Proposal

1. The Vendor

- a. Name and address of vendor.
- b. The name of the contact person that the City should contact for questions and clarifications concerning your company's proposal. Include phone number, fax number, and E-mail address.
- c. A brief history of the vendor to include the total number of years in the business of furnishing products and services as requested in this RFP.
- d. Organizational structure of the vendor including subsidiaries, partnerships, or parent firm. Include the total number of full-time employees.
- e. Listing of office locations. Specifically note the location of the office that would be responsible for providing technical support and the hours of operation.
- f. A listing of personnel employed by vendor who would potentially be assigned to perform the proposed contract, including all such employee's certifications qualifications, and experience.
- g. An explanation of the vendor's approach to problem resolution and how the vendor will deal with problems that may arise in the operational use of its software and/or time capturing devices (e.g. is a third party responsible for supporting time capturing devices or does the vendor perform this function?

2. References and Clients

- a. A representative listing of references that the City of Riverdale can contact. Please include references where the vendor has performed and completed engagements similar to this RFP, preferably from local governments, and a brief (one or two sentences) description of the application provided. Vendor should include at least three references and preferably five. Include the length of the relationship with each client used as a reference. Please include contact information for each reference.
- b. List all clients who are local governments of similar size or larger (i.e. 100 to 150 employees serving a population of approximately 15,000 to 30,000).

3. The Technical Proposal

- a. Please provide a specific affirmative response to each of the mandatory requirements set out in section V(A) of this RFP. Failure to respond positively to any of the Mandatory items may eliminate the vendor's proposal from further consideration.
 - b. Please provide a specific response to each of the desirable, non-mandatory requirements set out in Section V(B) of this RFP.
4. Specify the minimum, recommended, and optimal server and storage hardware required to support the system, assuming current employment of 129 employees and potential employment of 165 employees within seven years. Include a formalized list of information, space, equipment, staff, or other resources needed by the vendor to complete this project to the extent the vendor expects the City of Riverdale to provide such resources. (NOTE: The response should assume that the City will provide the necessary hardware and hosting services.)
 5. Include any other information that would assist the City of Riverdale in evaluating the vendor's experience and ability to furnish the requirements of this RFP.
 6. A signature and title of an officer or other individual of the vendor authorized to enter into contracts on the vendor's behalf.

B. The Cost Proposal

All costs must be included in the vendor's response.

1. A description of the services offered by the vendor and the billing rates for

these services in accordance with the requested services as described in the RFP.

- a. A description of the cost of the software itself.
- b. A description of the travel schedule and associated travel, lodging, meal, or per diem expenses for any of the vendor's staff who will spend time working in Riverdale.
- c. A description of the training expenses assuming all training is held at the City of Riverdale.
- d. State the cost of any specialized equipment called for in the proposal and the length of time of any warranty on the equipment. Separately state the cost per year of extending the original warranty. DO NOT include the cost of basic, commodity PC workstations or servers. Vendor should assume that these workstations or servers are already in place, or will be provided by the City. Assume 7 standard time capturing devices. Pricing for optional time capturing devices may be included provided the options are clearly marked.
- e. Separately state any installation costs associated with specialized equipment listed in item IV(B)(2)(d). Identify whether installation by the City of Riverdale is allowed (will self installation void a warranty?).
- f. It is anticipated that some proposals will be based on subcontractors. Section VII(C). indicates that all subcontractors must be approved by the City of Riverdale. Please include the names and addresses of any subcontractors and the portion of the vendor's proposal to be assigned to subcontractors as part of vendor's cost proposal. (e.g. Training will be performed by xxxx. Time clocks will be acquired through yyyy.)
- g. A description of any licensing, maintenance, and support fees associated with any software and/or hardware employed in the proposed applications. These fees should be listed as follows:
 - i. Fees for the first year.
 - ii. Total fees for a 3-year period.
 - iii. Total fees for a 5-year period.

Include a list of items included in the maintenance agreement. Any additional costs or constraints on the proposed licenses should be

clearly stated.

- h. Detail any costs not included in proposal above.
- 2. A signature and title of an officer or other individual of the vendor authorized to enter into contracts.
- 3. The City of Riverdale is not responsible for any cost a vendor incurs in responding to this RFP.

V. Needs and Requirements

The system must be capable of performing all the items listed here in Section V(A). Failure to respond positively to any of the Mandatory items will eliminate vendor's proposal from any further consideration.

A. Mandatory Requirements

Products

System Basics – Employee Time and Attendance System

1. Provide the basic functions associated with an Employee Time and Attendance system. Specifically, capturing employee time, the automation of payroll processing, and the generation of reports.
2. Be able to easily support the following over existing City of Riverdale LAN/WAN:
 - a. 15 (minimum) concurrent application users (i.e. Supervisors, Administrative Assistants, System Administrators, etc.)
 - b. 100 (minimum) clocking employees
 - c. 129 (minimum employees using the system to check leave balances and leave history)
 - d. < 1 second card swipe response time per employee if card based time capturing devices are utilized
3. Support: multiple pay periods (Biweekly and Monthly); work schedules (fixed, rotating, as-needed); hourly and salary compensation; and compliance with overtime requirements, including the higher overtime thresholds permitted under the 207k exemption for police and fire personnel under the Fair Labor Standards Act.
4. Unlimited different pay and attendance rules and policies to support each group using the same time system.

5. Configurable, automated overtime rules for inclusion and exclusion of non-worked hours pay codes in timecard.
6. Supervisory ability to review and act upon both on-line and paper-based leave requests.
7. Global time entry to clock in/out some or all employees in their group at once by payroll, timekeeper or manager.
8. Global schedule changes by manager/timekeeper for employee/ workgroup.
9. Flag time/policy errors on screens with valid solution, current schedule, acknowledgement and comment entry.
10. Configurable error codes, checking and severity policy set by group not system wide.
11. Support unlimited different pay codes and accruals including codes for vacation, sick leave, leave without pay, bereavement leave, workers' compensation, military leave, FMLA leave, holiday pay, jury duty, etc.
12. Unlimited shift schedule definition and assignment or no schedule assigned.
13. Support different early and late clock in/out rounding or no rounding as may be required.
14. All employees must be able to view sick and vacation leave balances, absences and late statuses within their security access.
15. Must allow for the entry of forecasted time when the time must be submitted to Payroll, before the time is actually worked.
16. Must have the ability to charge back/dock hours.
17. Time must be automatically pushed into the payroll solution after supervisor approval.

Reporting

1. All Reports available in user selected format: HTML, PDF and Excel spreadsheet
2. The system must produce the following reports using accurate, up-to-the-minute data:
 - a. individual employee time sheet,

- b. daily hours by time by project/employee/division/department,
 - c. biweekly hours by project/employee/division/department,
 - d. monthly hours by project/employee/division/department
 - e. exception report by employee/division/department,
 - f. absentee report by employee/division/department,
 - g. punch detail,
 - h. weekly time card by employee/division/department,
 - i. vacation and sick leave reports reflecting usage history,
 - j. accruals and balances,
 - k. leave history for all leave types,
 - l. overtime tracking and monitoring including overtime asked/refused,
 - m. employee schedules,
 - n. history/archival reports,
 - o. punch edit history.
3. Reports must be available containing history (weekly, biweekly, monthly, annual, etc.) of various data including sick leave, late punches, absenteeism, etc.
4. Specify if any of these are not standard reports already created in the solution being offered.

Capturing time

1. Time capturing devices must be Ethernet based and be capable of holding 72 hours of employee data.
2. Describe all the ways in which the proposed system can capture employee time.
3. Describe how an employee would clock in/out if they were in a remote location, not near a time clock or computer (i.e. wireless, cellular, etc.).
4. The system must support division/department cost center and job change with code entry at time capturing device.
5. The system MUST have a PC based browser/web clock available for clock in/out and change cost center charge code via the web
6. The time capturing device or the system must allow restriction to use the terminal to certain employees to certain times of the day, and to certain accounts. In addition, some employees must be granted universal punch-in ability within security clearances.
7. Be synchronized for all time capturing devices based on server time.
8. Time capturing devices must have an audible sound or light indicators that

signify a successful and unsuccessful punch and have a message display that verifies by name that the punch registered.

System Basics – Human Resource Management System

1. The system shall be capable of inputting and maintaining the following information for individual employees:
 - a. Employee ID Number
 - b. Employee Name
 - c. Address information
 - d. Home Telephone Number
 - e. Social Security Number
 - f. Department Number
 - g. Gender
 - h. Marital Status
 - i. Salary
 - j. Job Title and Pay Grade/Step
 - k. Employment Status
 - l. Social Security Status
 - m. Medicare Status
 - n. Standard Hours/Standard days per week
 - o. Multiple Overtime Types and Rates per Employee
 - p. Multiple Deductions with Automatic Cut-Off Limits
 - q. Number of Federal Exemptions
 - r. Number of State Exemptions
 - s. Extra Federal Tax w/Flat Amount and % Capabilities
 - t. Extra State Tax w/Flat Amount and % Capabilities
 - u. Monthly and YTD Accumulation of wages, withholdings, deductions, sick leave/vacation (earned & taken), etc.
 - v. Pension Percentage
 - w. Workers' Compensation Code
 - x. FLSA Code
 - y. EEO Job Category Code
2. The system shall have the ability to:
 - a. Accommodate both exception and attendance payroll.
 - b. Stop various deductions from being deducted.
 - c. Terminate an employee.
 - d. Calculate termination pay.
 - e. Accommodate unlimited direct deposits per employee.
 - f. Maintain a pay rate table by grade and step codes.
 - g. Change employee pay rates across the entire master file for a particular pay grade and step code.
 - h. Set goal amounts for voluntary deductions on both a calendar and fiscal year basis.
 - i. Provide payroll data reporting across fiscal years without having to set up

- special accumulator codes.
 - j. Achieve full compliance with the Federal Fair Labor Standards Act accounting and reporting requirements.
 - k. Handle deductions exempt from taxes. To reduce the taxable earnings by these amounts and also record, accumulate and report them to satisfy all tax requirements.
 - l. Retain information in a single database for streamlined access by a payroll, human resources, and report module.
 - m. Access the vendor's customer service department during business hours without utilizing voice mail.
3. A Report Library containing a minimum of 100+ existing reports shall be resident within the HR system.
4. All data shall be retained in a single database and the data can be accessed either via a report module and/or a human resource module.
5. A custom report writer shall be resident within the software provided by the vendor.

Basic Requirements – Payroll Service

1. The payroll service provider shall perform all of these duties:
- a. Process, print and deliver checks/direct deposit stubs within 48 hours of time submission.
 - b. The check stubs must have:
 - i. Department number on face of check to facilitate distribution
 - ii. Employee name on the face of the check stub
 - iii. Check protection with the amount printed both numerically and alphabetically
 - iv. Employee rates, hours worked, and earnings appearing by type of earnings
 - v. Deductions itemized with literal description on paycheck stub
 - vi. Payroll taxes and non-statutory deductions taken this pay period
 - vii. Current year-to-date wage and tax information with each pay
 - viii. Time clock records for pay period
 - c. Tax filing and deposits for required federal and state taxes
 - d. Provide the following reports in a hard copy and electronic format:
 - i. Payroll Register:
 - (1) Sorted by employee within department sequence
 - (2) Hour, earnings, taxes and deductions displayed by type in an easy to read format
 - ii. Payroll Check Register:
 - (1) Sorted by employee
 - (2) Distribution of gross wages to general ledger accounts and sub accounts and provide an audit trail of these transactions

- iii. Payroll Distribution Report:
 - (1) Sorted by employee
 - (2) Distribution of gross wages to general ledger accounts and sub accounts and provide an audit trail of these transactions
- iv. Deduction Register:
 - (1) Sort by employee within department sequence
 - (2) List all special, standard, or calculated deductions, which were scheduled but not taken
- v. Accrual Register for annual leave and sick leave:
 - (1) Sorted by employee
 - (2) List accruals in an easy-to-read format
- vi. Monthly Year-to-Date Report:
 - (1) Sorted by employee within department sequence
 - (2) List year-to-date earnings and deductions for active, inactive and terminated employees
- vii. Quarterly Earnings Reports:
 - (1) Quarterly Taxable Wage Report by Employee
 - (2) Quarterly Filing Information Report that contains data to report to:
 - (a) Federal Filing – Quarterly Earnings Report
 - (b) Georgia State – Quarterly Earnings Report
- e. Process required garnishments payable to agencies and individuals as specified in the employee record
- f. W-2 processing:
 - i. Prepared as required by law
 - ii. Reporting to federal and state governments to be via magnetic media

System and Integration

1. The City requires that the proposed system support Microsoft SQL Server 2000 relational database with a firm commitment to support Microsoft SQL Server 2005 relational database by the end of year 2006.
2. Integrate with TBS Software system. The time and attendance system must be able to download employee data, including but not limited to, general information, leave accrual, pay codes etc. from the TBS software. The system must be able to upload payroll data in a fixed field text file.
3. Provide a World Wide Web (web) interface that works with Microsoft IIE 5.5 or higher, Netscape Navigator (Opera) 8.51 or higher and Firefox 1.0.7 or higher. The web interface MUST work on the Microsoft Windows platform. The proposal must state any version requirements for the browsers and operating systems. It is expected that essentially all functions available on a full client will also be available on the web interface. The proposal must clearly indicate any functionality that is missing on the web version.

4. Automatically adjust to time and date changes due to the number of days in the month, daylight savings time, leap year, etc.

Data Integrity and Backups

1. The systems must be operable 24 hours a day, 7 days a week, 365 days a year.
2. The systems must provide for data integrity in the event of power outages or damage to all or part of the database platform.
3. The system must allow for punching, editing, calculating, reporting, and system backup without going offline or suffering noticeable degradation of performance.

Security

1. Have robust levels of security for supervisors and employees. Some examples are:
 - a. An employee can only see certain data as defined by a supervisor such as time and leave accrual (read only capability).
 - b. Some supervisors should have read only access to managerial tasks while other supervisors can have read and write access.
 - c. If an employee has more than one supervisor, each supervisor should only be able to see/edit/approve the time that the employee worked for them and not the other supervisor.
2. Individual functions can be turned on and off for individual employees/managers.
3. Unavailable functions and tabs removed from screen and drop down menus (the employee won't see an option if they don't have access to it).
4. Screen timeout/lockout when inactive for a certain amount of time.
5. The system must maintain an audit trail that tracks data changed, hold original data and user name of the person modifying or viewing an item.

Services

Installation/Implementation

1. The vendor must provide an on site representative for initial discovery/system documentation/mapping and implementation of the systems.

2. The vendor must allow for an overlap of one to two biweekly pay periods and where the new system will run in tandem with the existing system to assure proper functionality. This test of one to two pay periods is to begin **after** the new system is fully operational.

Licensing and Maintenance

1. The City of Riverdale must be entitled to all maintenance and new product updates and upgrades as part of the annual maintenance agreement, monthly lease agreement, or per pay agreement. Maintenance as stated here should include updates, upgrades, training on these upgrades and support for the base product and the support for the updates and upgrades.
2. If licensing is required, it must be based on concurrent users not number of employee records in the database.
3. A maintenance program must be available for the time capturing devices. Discuss the warranty on time capturing devices and clarify situations where the warranty would not cover a damaged device. Discuss warranty replacement issues.
4. If a time capturing device has to be replaced/repared, diagnostics must be performed within 24 hours of notification.

Training

1. The implementation must include training both for system administrators and end users. Indicate the length of time each training session would last and the recommended number of attendees per session.

Support

1. The vendor must be able to provide 24/7/365 support for the system.
2. The vendor must be able to provide 24/7/365 contact support for system administrators
3. The vendor must allow some kind of support for regular end users
4. The vendor must provide a direct support representative(s) that the City can contact. City employees do not want to have to be on hold with a call center or go through a complex phone menu to reach a support representative.
5. The dedicated support representative(s) must handle all problem resolution and escalation for the City.
6. The vendor must have a response time of two hours or less on reported

problems.

B. Desired Additional Features

System Basics

1. Portal for employees to access information on employee policies, time records, pay records, personal data, current events, etc.
2. Payroll service to provide COBRA assistance for leave of absence and terminated employees.
3. Defined contribution retirement plan reporting for 401A and 457B.

Attendance

1. System notifies manager and HR when configurable action thresholds exceeded.
2. Support rolling 12-month time period totals

Capturing Time

1. The system should prevent the issue of “buddy punching”
2. The system should accommodate the deaf and blind

VI. Evaluation Criteria

In making its selection, the City of Riverdale will not only consider cost but also the proposal with the best combination of attributes that provides the desired solution, in the opinion of the City. Consideration will be given to the following criteria:

- A. Vendor’s Qualifications and Experience
- B. Client References
- C. Vendor’s Technical Description
 - a. Reporting capability
 - b. User interaction with system ("look and feel")
 - c. Security
 - d. Support services
 - e. Added value by vendor (consulting, development, etc.)
 - f. Platform and licensing
 - g. Web-based capability

- h. Other considerations.
- D. Cost Proposal

As part of the evaluation process, the vendor may be requested to present its proposal before the City's selection committee at the City of Riverdale, and to also demonstrate the system before a group of end users. Any information gained during the presentation(s) may be used in the evaluation of the vendor's proposal. Failure to honor this request may be grounds for rejection of the vendor's proposal with no further consideration given to your proposal. The City is under no obligation or requirement to request vendor presentations.

VII. Penalty Schedule

- A. If through no fault of the City of Riverdale, full functionality of proposed solution is not achieved within the project deadline, vendor will reduce total cost of project by 5%, and an additional 5% for each 30-day delay thereafter which is not the fault of the City of Riverdale.

Time lines to be reviewed at specified milestones.

- B. The City of Riverdale will not be responsible for any reasonable cost that should have been disclosed in section IV(B) and was not disclosed in the response to this RFP.

VIII. Terms and Conditions of Proposed Contract

- A. The vendor will defend at the vendor's sole expense, indemnify and hold harmless the City of Riverdale, its officials, employees, agents, servants, representatives and assigns from and against any and all liability damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction or loss of use of any property arising out of or related to the services provided by the vendor and/or caused by the vendor's negligence or willful misconduct.
- B. The vendor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, commercial general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for commercial general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. Commercial general liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability shall be, at a minimum, \$1,000,000.00 per occurrence or claim and \$1,000,000.00 aggregate. If commercial

general liability coverage and/or professional liability coverage is on a claims-made basis, the vendor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit.

The certificate of insurance shall provide the City of Riverdale, Georgia (City) with thirty (30) days written notice of cancellation of any of the coverage areas named in said certificate.

The City will be named as additional insured under the vendor's commercial general liability, professional liability and automobile insurance policies.

The vendor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the vendor. These certificates shall evidence waivers of subrogation in favor of the vendor and the City, and shall be made available to the City upon request.

Legal action arising from the performance of this contract or alleged breach thereof will be filed in the Superior Court of Clayton County, Georgia.

- C. The vendor and its employees are independent contractors and will not, under any circumstances, be considered employees, servants or agents of the City of Riverdale. Neither the vendor nor its employees have any authority to bind the City in any respect.
- D. Work assigned under the terms of this request for proposal cannot be reassigned, transferred or subcontracted without prior written approval of the City of Riverdale.
- E. The term (length) of this contract will be determined after review of all vendor submissions and after a potential vendor is selected.
- F. The vendor shall maintain documentation for all charges against the City of Riverdale under this contract. The books, records and documents of the vendor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period as required by law, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the City of Riverdale. These records shall be maintained in accordance with generally accepted accounting principles.
- G. No person on the grounds of disability, age, race, color, religion, sex,

national origin, veteran status or any other classification protected by Federal and/or Georgia constitutional and/or statutory law shall be excluded from participation in, or be denied benefit of, or be otherwise subjected to discrimination in the performance of this contract. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

- H. The City of Riverdale shall have no liability except as specifically provided in this contract.
- I. The vendor shall comply with all applicable Federal and State laws and regulations in the performance of this contract.
- J. This contract shall be governed by the laws of the State of Georgia.
- K. The contract may be cancelled without cause through thirty (30) days written notice by either party.
- L. Although highly discouraged by the City of Riverdale, any agreement, if required, such as a license agreement or information that the City of Riverdale has to review from the vendor must be received with vendor's proposal response. If a proposal contains supplemental terms and conditions the City of Riverdale, at its sole discretion, may determine the proposal to be a non-responsive counter offer and the proposal may be rejected.
- M. Right to Negotiate: Upon evaluation of the RFP, the City of Riverdale has the right to enter into negotiations with multiple vendor(s) not necessarily the vendor with the lowest cost submission. Negotiations could include, but not limited to, price, functionality requirements, terms and conditions. However, issues may arise that the City of Riverdale may not negotiate due to state fiscal policies, State laws or City of Riverdale policies and an impasse could arise. If for any reason a vendor and the City of Riverdale cannot arrive at a mutual agreement, the City of Riverdale reserves the right to terminate negotiations, reject the proposal and to continue negotiations with other responsive vendors.
- N. Contract Award: The City of Riverdale reserves the right to issue any resulting contract/order to the vendor whose proposal in the City of Riverdale's judgment most nearly conforms to the City of Riverdale requirements and best serves the needs of the City of Riverdale. The City of Riverdale reserves the right to award a contract to other than the lowest cost vendor if the interests of the City of Riverdale are best served. The City of Riverdale reserves the right to waive all technicalities in selecting or rejecting any or all proposals that satisfy or fail to satisfy respectively,

the City of Riverdale's best interest.

- O. Software Escrow Agreement: If software is included in the vendor's response, the vendor will provide an escrow agreement whereby the vendor will make available to the City of Riverdale all program source codes for software in the event of noncompliance by failure, firm ceases to exist, firm drops the product, or firm ceases to support the product.
- P. Interpretations and Addenda: If during the RFP submission period, a vendor finds discrepancies, ambiguities, omissions, or is in doubt as to the meaning or intent of the proposal request, the City of Riverdale should be notified no later than 3 business days before the close date for proposals. No request for interpretation or clarification will be received or answered after 3 days before the close date. The City of Riverdale will not be responsible for oral interpretations or instructions during proposal request period. All responses will be written and may be shared with all other vendors. All addenda are incorporated by reference into the contract. Failure of any vendor to receive any addenda will not relieve the vendor of any obligation with respect to the proposal.